

WRIA 9 ILA Renewal Comments

January 28, 2015

TEXT (Proposed additions <u>underlined</u> , deletions struck out)	RATIONALE	SOURCE
GENERAL COMMENTS		
<ul style="list-style-type: none"> • Add, subtract, clarify before August meeting (edits, strikethroughs, etc). 		Covington
<ul style="list-style-type: none"> • Overall: does “2005” need to be added to the Salmon Habitat Plan? Replace with “WRIA 9” so independent of date • <u>Throughout the ILA</u>: replace “Governing Board” with “ILA Parties” or “party members to the ILA” or “party members of the Watershed Ecosystem Forum” • In some cases: the Watershed Ecosystem Forum should replace the Governing Board • Keep the name “Watershed Ecosystem Forum” instead of changing to “Watershed Forum” 	<ul style="list-style-type: none"> • Once it’s updated, will have a new date so is it better to keep broad • Simplifies the document. “Governing Board” takes away from the concept of stakeholders in the Watershed Ecosystem Forum. • The Parties to the ILA make the budget and cost share decisions but the Forum also makes decisions • No reason to change the Forum name – it’s a good one. 	Seattle
<ul style="list-style-type: none"> • Review use of “Parties to the ILA” where “Governing Board” is used throughout the document. 	<ul style="list-style-type: none"> • Not clear that the “Governing Board” is the Local Government members. 	Management Committee
<ul style="list-style-type: none"> • Don’t support adding 2005 to Salmon Habitat Plan throughout; support Seattle suggestion of WRIA 9 Salmon Habitat Plan 	<ul style="list-style-type: none"> • Understand that it is clarifying, but makes document seem old when it has been updated annually through 3 year workplan process. 	King County
PREAMBLE		
<ul style="list-style-type: none"> • Is Washington Salmon Coalition the correct name? • Remove “in” (3rd “Whereas”, 2nd page, before “2005 Salmon Habitat Plan). 		Covington
<ul style="list-style-type: none"> • WHEREAS, the Parties have a strong interest to maximize achievement of multiple benefits by integrating salmon recovery planning and actions with floodplain management, agriculture, forestland, <u>education, recreation</u>, and water supply and water quality; and 	<ul style="list-style-type: none"> • These are other areas directly affected by salmon recovery planning. Recreation could include trail use or recreational boating on the river. 	Kent
<ul style="list-style-type: none"> • Fourth “WHEREAS”: to implement <u>in implementing</u> • Sixth “WHEREAS”: to maximize <u>in maximizing</u> 	<ul style="list-style-type: none"> • Grammatical changes for clarity. 	King County

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<ul style="list-style-type: none"> • Third Whereas from bottom: delete “with” and replace with “into” 	<ul style="list-style-type: none"> • Otherwise sounds like expanding the salmon recovery actions beyond salmon recovery – the point is to make sure salmon recovery is integrated into floodplain management etc. actions. 	Seattle
<ul style="list-style-type: none"> • Page 2 Fourth Whereas: the change to the language should have also removed the word “in” just before striking “participating” 		Tacoma
<ul style="list-style-type: none"> • Support adding “floodplains” to second whereas, p.1 • Support adding “federally approved” to third whereas, p. 1 • Support adding new 4 and 5 whereas (without 2005) • Support change from Lead Entity to Washington Salmon Coalition • Support change from developing recommendation for AA to implementing (delete in to implementing). • Keep South Central Caucus in list of Puget Sound groups that WRIA 9 will work with P. 2, 5th new whereas • Support 6th new whereas p. 2 	<ul style="list-style-type: none"> • Helpful for multiple benefit projects and new Floodplains by Design approach • Good background information for new folks • Reflects new name of LE group • WRIA 9 should be at South Central Caucus table. • Helpful for multiple benefit projects and new Floodplains by Design approach 	King County
SECTION 1. DEFINITIONS		
<ul style="list-style-type: none"> • 1.2 suggested edit: “The Governing Board is comprised of the parties to the WRIA 9 Interlocal Agreement (ILA Parties) responsible for implementing this Agreement.” 	<ul style="list-style-type: none"> • Original sentence is confusing? 	Covington
<ul style="list-style-type: none"> • 1.2: Strike the first sentence and revise it to read: “<u>The Governing Board</u> <u>is</u> responsible for implementing this Agreement.” • 1.5: Add “<u>The Management Committee</u>” 	<ul style="list-style-type: none"> • Grammatical changes for clarity. 	King County

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<ul style="list-style-type: none"> • Add definition of flood hazard management and floodplain management with respect to salmon habitat or add “related to salmon habitat restoration” to these terms. • Remove definition and references in other definitions to “Governing Board” and replace with some version of “party members to the ILA” or Party Members of the WRIA 9 Watershed Ecosystem Forum” etc. 	<ul style="list-style-type: none"> • Should keep focus on salmon habitat restoration purpose • See rationale above under General Comments 	Seattle
<ul style="list-style-type: none"> • Page 3 Sec. 1.5: strike the word “elected” (twice) from the definition and just say “seven officials.” 	<ul style="list-style-type: none"> • Tacoma is proposing that its appointed representative be the Tacoma Water Superintendent or designee, not an elected official. 	Tacoma
<ul style="list-style-type: none"> • Don’t support name change or adding concept of Governing Board for parties to the ILA • Discussion point: Eligible County and City Governments: Is there interest in expanding who could be a party to the ILA? What would be the implications? Need to add: Tacoma Utilities. Change title to Eligible Parties since Tacoma Utilities is included. • WRIA 8 ILA is considering adding “and other public agencies affecting land use decisions including tribes, ports, etc” to allow for potential addition of other parties. • Support addition of steelhead and multiple benefits p. 3 section 1.4 	<ul style="list-style-type: none"> • Very confusing and sounds like WRIA 9 team is supporting and staffing a 3rd entity. Keep with parties to the ILA. • Is the ILA a vehicle for bringing more partners to the WRIA 9 table in a meaningful way? • Steelhead have also been listed, implications for workload, expectations from state 	King County
SECTION 2. PURPOSES		
<ul style="list-style-type: none"> • 2.3: To provide <u>a mechanism to provide</u> information that ILA Parties could should use to inform land use planning, regulations, environmental programs, education, and enforcement of applicable codes 	<ul style="list-style-type: none"> • This edit would make the proposed new section consistent with the other listed purposes of the agreement, which are to provide a mechanism for activities, supply of information and project recommendations. Information provided to ILA Parties may or may not be compatible or consistent with codes 	Kent

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	and policies in a given jurisdiction, and should not be recommended for use by all ILA Parties through the ILA.	
<ul style="list-style-type: none"> • 2.2, 2.9: either add “habitat-related” in front of flood hazard reduction and floodplain management or define in definitions section • 2.3: delete “should” and replace with “can” or “may” or “are encouraged to” • 2.9: insert “multiple benefit” after “other” • 2.9: replace “ILA Parties” with “Watershed Ecosystem Forum” • 2.10: insert “WRIA 9” before “administrative” • 2.14: delete “Governing Board” 	<ul style="list-style-type: none"> • Keep focus on salmon habitat not beyond – too vague otherwise • “should” is too close to “shall” and too directive. Point can still be made by one of these replacements • So it’s clear that the focus is salmon recovery with respect to multiple benefit projects • The other stakeholders could bring dollars to the table • Clarification edit • Watershed Ecosystem Forum already defined as including the parties to the ILA so it’s redundant 	Seattle
<ul style="list-style-type: none"> • P. 4, 2.2 Ok with adding floodplain management • p. 4, Suggest softening 2.3 To provide information for ILA Parties to use to inform land use planning, regulations, and outreach and education programs. • P.5, section 2.10, OK to change KCD to CWM. Recommend reordering “administrative support, programs and projects” to “projects and programs”. Question if “administrative support” should be included. • p. 5 2.14 Agree with adding mechanism for adaptive management 	<ul style="list-style-type: none"> • Prefer language from draft WRIA 8 ILA edits. Sounds less prescriptive. • Requests that include WRIA 9 staff time are usually couched as supporting important program work from WRIA 9 plan rather than administrative support. Greatest priority and support is for projects for this funding. 	King County
SECTION 3. EFFECTIVE DATE AND TERM		
<ul style="list-style-type: none"> • Too soon to comment on this 		Seattle
<ul style="list-style-type: none"> • p. 5 Ok with change from 9 to 10 year ILA 	<ul style="list-style-type: none"> • King County is recommending a 10 year ILA given 10 year planning timeplan of salmon plan and the four year life cycle of salmon. 	King County

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SECTION 4. ORGANIZATION AND MEMBERSHIP OF THE WRIA 9 GOVERNANCE STRUCTURE		
<ul style="list-style-type: none"> • Revise language in 4.4 referring to Tacoma’s cost-share to be more specific: “Tacoma’s cost share will be determined on an annual basis <u>using the following formula:</u> [insert formula] and will be included in the annual updates to Exhibit A.” • Add additional language as a new 4.4.3: “4.4.3. <u>The parties intend to provide for inflation and growth in WRIA funding over time.</u>” 	<ul style="list-style-type: none"> • How is Tacoma’s cost share currently calculated? Would it make sense to better define how their cost share is calculated in this new ILA – to provide certainty? If so, what kind of formula could we use? • Puts ILA parties on notice that when they sign the ILA it is reasonable to expect the cost-share to go up a little bit each year to reflect the cost of inflation (without specifying an exact percentage in the ILA). 	King County
<ul style="list-style-type: none"> • Title: Delete “governance structure” and insert “ecosystem” between “Watershed” and “Forum”. • First sentence: Add “Watershed Ecosystem Forum” back into first sentence. Restore “to serve as”. After “Agreement” insert “in partnership with non-party members to the ILA”. • Second sentence: replace “Governing Board” with “Watershed Ecosystem Forum” and include reference to all stakeholders • See General comment per replacing all references to “Governance Board” in rest of section 4 • 4.3: signed by “an authorized representative” of the Service Provider and by “an authorized representative” of the WRIA 9 Watershed Ecosystem Forum” • Why 	<ul style="list-style-type: none"> • See General Comments for rationale for all these • Clarification edit • Forum is inclusive; authorized means one of the ILA parties presumably the Chair? 	Seattle
<ul style="list-style-type: none"> • Page 5 sec. 4.1: Each Party to this Agreement <u>except Tacoma</u> shall appoint one (1) elected official to serve as its primary representative, and on (1) alternate representative to serve on the WRIA 9 Governing Board<u>Watershed Forum</u>. The alternate representative may be a different elected official or senior staff person. <u>Tacoma’s representative shall be the Tacoma Water Superintendent or designee, which shall be senior staff person.</u> 	<ul style="list-style-type: none"> • Tacoma’s interest in the Governing Body is best represented by the head of its Water Utility. 	Tacoma

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<ul style="list-style-type: none"> • See previous comments about not changing ILA partners to Governing Board. 		King County
SECTION 5. VOTING		
<ul style="list-style-type: none"> • Same comment replacing “Governing Board” with “party members” or other language except for following • 5.2: replace Governing Board with “Watershed Ecosystem Forum” 	<ul style="list-style-type: none"> • To cover cases where there may be decisions the Forum takes? Instead of narrowing 	Seattle
<ul style="list-style-type: none"> • Clarify who votes, and on what topics 	<ul style="list-style-type: none"> • For example, some funding issues are voted on by all member entities of the Watershed Ecosystem Forum while other funding issues can only be voted upon by the city and county members. 	Management Committee
SECTION 6. IMPLEMENTATION AND ADAPTIVE MANAGEMENT OF THE 2005 SALMON HABITAT PLAN		
<ul style="list-style-type: none"> • 6.1: Add Watershed Ecosystem Board to replace Governing Board, except where specific reference to only the ILA Parties • And rest of section: seems confused about who is who. Worth discussing. Add Watershed Ecosystem Forum back in, or ILA Parties, depending. 	<ul style="list-style-type: none"> • Wouldn't the Watershed Ecosystem Forum make decisions about the Plan? Not just the ILA Parties? 	Seattle
SECTION 7. OBLIGATIONS OF PARTIES; BUDGET; FISCAL AGENT; RULES		
<ul style="list-style-type: none"> • 7.1: Replace “Governing Board” with “parties to the ILA” or other language • 7.4: “on behalf of the WRIA 9 Watershed Ecosystem Forum” in both places instead of “Governing Board” 	<ul style="list-style-type: none"> • Same as under General Comments • The funding is really on behalf of the whole body, since it results in implementing the salmon plan 	Seattle

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<ul style="list-style-type: none"> • p. 10 7.3 Support keeping budget approval as annual. WRIA 8 ILA considers biannual budget, but legal advice is that would be difficult for any government that still has annual budgeting. • Add new language regarding budget principles. Could be in ILA or MOU (KC suggests MOU): <ul style="list-style-type: none"> ▪ KC and WRIA ILA partners will continue to share the cost of facilitating implementation of the WRIA 9 Chinook Habitat Plan through a cost-share formula based on each jurisdiction’s population, assessed value and area. ▪ The ILA partners recognize that the cost for salaries, benefits, overhead, and operation and maintenance generally increase incrementally overtime, especially if there is retention of staff. Therefore the ILA cost shares are likely to increase annually with union negotiated wage rates and inflation over the 10 year period of the ILA. ▪ All of the ILA partners, including King County, need to be able to show that their portion of the cost-share is a fair and reasonable share for their rate payers to pay. ▪ The ILA partners also need predictability, sufficient lead time regarding cost share increases and assurances that the increases will be commensurate with inflation rates. ▪ The annual budget will be based on King County’s costs for the WRIA 9 team salaries, benefits, overhead and operations and maintenance. King County includes computer costs in operations and maintenance. • KC’s budget proposal: <ul style="list-style-type: none"> • For King County’s next biennium budget, 2017-18, the increase in the overall WRIA 9 budget including salaries, benefits, operations and maintenance and overhead will stay within the Consumer Price Index for Wages (2.2% for 2017 	<ul style="list-style-type: none"> • Budget negotiations/expectations between KC as service provider and partners were not included in the last ILA or MOU and it would provide more clarity for all partners. 	<p>King County</p>

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and 2.36% for 2018) provided that staffing levels remain the same. King County and ILA partners can revisit this proposal every two years or if costs increase more than the rate of inflation.		
SECTION 8. LATECOMERS		
• Why limit to 12 months?		Covington
• SAME COMMENTS RE GOVERNING BOARD		Seattle
• P. 10 ... <u>payment of an amount by the new Party to the WRIA 9 Forum fiscal agent...</u>	• Payment should be to the fiscal agent for the WRIA 9 Forum	King County
SECTION 9. TERMINATION		
• Page 11 sec. 9.2: This Agreement may be terminated in its entirety at any time by the written agreement of all of the Parties. <u>In the event this Agreement is terminated all unexpended funds shall be refunded to the Parties pro rata based on each Party's cost share percentage of the total budgeted funds and any real or personal property acquired to carry out the purposes of this Agreement shall be returned to the contributing Party if such Party can be identified, and if the Party cannot be identified the property shall be disposed of and the proceeds distributed pro rata as described above for unexpended funds.</u>	• RCW 39.34.030 requires the interlocal agreement to describe how funds or property held under the agreement will be disbursed in the event the agreement is terminated.	Tacoma
SECTIONS 10-19.		